



## **MASTER PROPERTY OWNERS ASSOCIATION RULES AND REGULATIONS**

To create, maintain and preserve Northstar as a high-quality community, all Owners at Northstar are required to be members of the Northstar Master Property Owners Association (“Master Association”). As such, Owners, including any tenants, occupants, family members, guests, and invitees, are responsible for abiding by the governing documents of the community, including the Master Deed Declaration, Restrictions and Bylaws (as may be amended, the “Master Declaration”) and those rules and regulations adopted by the Master Association. Below are the current rules and regulations adopted by the Master Association, as well as the Lot Assessment Policy. The complete Master Declaration, Northstar Design Documents, Construction Policy, and other important information is available on the Northstar residents’ website:

<https://www.northstarcommunities.com/resident-login/> (password: northstarresidents)

This document only provides rules and regulations adopted by the Master Association. If wishing to make any exterior modifications, refer to the Northstar Design Documents. These modifications may include, but are not limited to, landscape changes, tree additions or removal, deck or patio additions, changes in exterior paint colors or building materials, construction or modification of fencing, or installation of any recreational device (i.e., pools, basketball hoops, etc.).

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**I. Use**

- Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof.
- Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels.
- No Improvements may be constructed, modified or demolished by a Developer or Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

**II. Use of Common Property**

- Any Common Property may be used only in accordance with the purposes for which it is intended pursuant to Exhibit C of the Master Declaration and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Parcels and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, and the Rules.
- Owners are not permitted to store anything within Common Property and must keep all personal property confined within their Parcel.
- Any damage or destruction of anything within the Common Property is considered a finable offense. This includes illegal dumping of trash or lawn debris.
- Owners shall not be permitted to maintain, mow, plant, or otherwise disturb Common Property.
- The use of motorized vehicles on Common Property, to include bike paths, is strictly prohibited.
- Recreational activities such as Ice-skating and other water-related activities on ponds is strictly prohibited.
- The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

**III. Use of Condominium Parcel**

- Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed on any Condominium Parcel until and unless the plans therefore have been approved by the Design Review Board, as further provided in Article V hereof.

**IV. Hazardous Actions or Materials**

- Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be

expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel.

- This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

**V. Animals**

- No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules.
- No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property.
- Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. Furthermore, outside animal cages, runs, or tethers are not permitted at any time.
- Invisible fences are permitted and are not required to be submitted to the Design Review Board for approval. A minimum 4-foot buffer should be maintained between the sidewalk and invisible fence.
- It is the responsibility of the animal's owner to repair any damage done to Common Property, and to clean up any excrement or debris left by the animal.

**VI. Antennae; Clotheslines**

- No outside television or radio aerial or antennae, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any lot (except satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the residence fronts).
- Outdoor clotheslines shall not be permitted on any lot, nor shall the outdoor drying of laundered clothes on structures or improvements be permitted.

**VII. Business**

- No industry, business, trade, occupation, or profession of any kind may be conducted, operated or established on any lot.
- This includes the operation of food trucks or any other retail sales operation that markets goods directly on the street or within the community. Food trucks are not permitted to operate on streets or within driveways without the prior written approval of the Master Association Board.
- A resident may conduct a "home business" which does not involve non-resident employees at, or retail sales to customers visiting the lot from which home business is conducted.
- No signs shall be permitted in connection with a "home business".

**VIII. Compliance with Zoning Requirements**

- Certain provisions of this Master Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval process in the State, County, City, Townships and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Master Declaration. In the event, however, that such governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Master Declaration shall be deemed modified, ipso facto and without need for further action on the part of the Master Developer or the Master Association, such that this Master Declaration requires compliance with the obligation as affected by such change or modification.

**IX. Compliance with Subdivision Regulations**

- Notwithstanding the foregoing use restrictions contained in this Article IV, the Delaware County, Ohio Subdivisions Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations.

**X. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping**

- The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utility facilities and landscaping placed or installed on, over, under or through any of the lots by the Master Developer shall not be removed or changed except with prior approval of the Design Review Board.

**XI. Exterior Aesthetics**

- Exterior lawn furniture does not need Design Review Board approval but must be earth tone. Outdoor furniture must be appropriate for the use and should be kept in good condition and stored in home during off-season.
- Lawn ornaments must be tasteful in nature, maintained, and under 3' in height if located in the front of the home.
- The exterior of the home should be free of clutter. This includes but is not limited to; toys and temporary recreational equipment being left outside when not in use.

**XII. Fencing**

- The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property.
- Fences are not permitted to enclose a property's perimeter or any portion thereof.
- Fencing is required for pool enclosures, see pool guidelines.
- Invisible fencing for domestic animals is permitted.
- All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

- Privacy screening shall only consist of landscaping or natural materials as approved by the Design Review Board.

**XIII. Holiday Displays**

- Any exterior holiday displays such as, but not limited to, exterior lights, holiday scenes, characters, or music, shall be tasteful, not unduly large in size, or offensive to other residents in Northstar.
- Seasonal holiday decorations shall be removed from the exterior of the dwelling, or visible from the outside of the lot, within four (4) weeks after the respective holiday.

**XIV. Hotel/Transient Uses; Leases**

- No Parcel may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.
- All residential leases shall be in writing and shall be subject to the Master Declaration.

**XV. Hunting, Trapping and Fishing**

- No hunting, trapping or fishing shall be permitted on any portion of Northstar property.

**XVI. Landscape Maintenance**

- Each Owner shall maintain the landscaping and lawn area of their lot and the curb strip located adjacent to each lot in an attractive manner that enhances the lot's year-round curb appeal.
- The lot must be maintained free from insects, diseases, and weeds. Each Owner shall remove dead or diseased trees and plants within 3 months of notice from the Master Association (see Tree Removal). Mulch and/or ground cover shall be replenished annually by June 1<sup>st</sup> of each year to provide a well-maintained appearance.
- Routine trimming and pruning of trees and plants is required to prevent an overgrown look.
- Landscaping beds and lawn shall maintain a separate and distinct border at all times.
- Gardening, landscaping, building material, and storage containers including but not limited to mulch, topsoil, gravel, masonry, lawn treatment material shall be stored in a garage or screened from view.

**XVII. Lot Splits**

- No lot shall be further subdivided or split into two or more tax parcels without the prior written consent of the Master Developer, or the Design Review Board and Master Association, as applicable.

**XVIII. Mailboxes/Cluster Box Units (CBU)**

- The Master Developer shall designate a uniform style of curbside mailbox for all lots in a development phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each development phase.
- If any mailbox is damaged, destroyed or deteriorates, then the Owner, at their expense, shall repair or replace such mailbox with another of a like kind, design, pattern, and color as designated by the Master Developer.
- No decorative mailbox covers, seasonal or otherwise, shall be permitted at any time, except for tasteful placement of wreaths or garland that abide by the holiday displays regulations.
- The Master Developer shall determine CBU locations and coordinating lot designations for all Lots in a specific Development. The Master Developer will be responsible for the maintenance.

**XIX. Maintenance of Curb Strip**

- The area between the sidewalk and the gutter (inclusive of the sidewalk, curb, and gutter) located adjacent to each lot shall be properly maintained year round, and properly repaired as needed, by each adjacent lot owner.
- Owners must install any irrigation line in the tree lawn along the curb or the sidewalk. Owners are responsible for any damage to irrigation line as a result of street tree installation if any lines are not installed in the proper location.

**XX. Nuisances**

- No noxious or offensive trade or activity shall be permitted in Northstar or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any lot, or within any dwelling or structure erected on any lot, which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other lot.

**XXI. Outdoor Speakers**

- Outdoor speakers are permitted but must be confined within the rear outdoor living space. They must be appropriate in size and properly screened from view. External speaker wiring must also be well concealed.
- No outdoor speakers can be used in a way that creates excess noise and disrupts the peaceful enjoyment of any person residing on any other Lot, Unit or Parcel.

**XXII. Signs**

**Flags, Commemorative Displays, and Political Signs**

- All signage located within Northstar shall comply with the signage requirements of the

#### Development and Architectural Documents.

- Flags are permitted to be hung outside on either a free-standing flagpole or a pole that has been permanently affixed to the home. The location of the flagpole must be approved by the Design Review Board.
- Flags must be in good condition and not exceed 3' by 5' in size.
- The following flags are permitted to be hung:
  - The US Flag
  - The State Flag
  - Service Flag (blue star banner, gold star banner, or other flag designated as a service flag) for immediate family members serving in the armed forces.
  - Sports Team Flag (during regular seasons)
- Political signs specific to candidates or legislation are permitted to be placed on the owner's lot 60 days prior and 14 days after the election and cannot exceed 24" by 36" in size.
- Commemorative displays are permitted for 14 days prior to the event and for 14 days thereafter.
- All other proposed flags and/or signs are subject to Design Review Board review and approved on a case-by-case basis.

#### **For Sale, For Rent and Open House Signs**

- Signs indicating the sale or resale of residences are permitted and shall be limited to 7 square feet in area and 3' in height. Signs must be located on the subject property, and in such a way as to not interfere with the safe movement of vehicular or pedestrian traffic. All signs shall be removed within 14 days after the sale has occurred. Only one such ground or window sign per street frontage is permitted for the sale or resale of a home.
- Signs indicating the rental or lease of a single-family home are NOT permitted to be in the yard or on the exterior of the structure. Interior window signs are permitted for the purpose of advertising a home for rental or lease. The intent is that the marketing of the residences for rent, or lease should be done in a manner that relies primarily on visual display. Window signs for this purpose shall be limited to 7 square feet in area and 3' in height. Only one such window sign per residence is permitted.
- Signs promoting an open house for property that is available for sale, rent, or lease are permitted, provided that only three such signs for each open house. Signs shall not be installed more than two hours before the open house and removed no more than two hours following conclusion of the open house. Signs shall not exceed 7 square feet in area or 3' in height and must not be located in such a way that would interfere with the safe movement of vehicular or pedestrian traffic. Such ground signs may not be located within medians.



**XXIII. Storage**

- No open storage of any kind is permitted on any Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on any Parcels. including, without limitation, sheds, or barns.
- Storage buildings and pool amenity buildings shall be permitted on Condominium Parcels if approved by the Design Review Board.
- Storage pods are not permitted to be placed in the street, common area or any lot. Storage pods strictly may be placed in driveways for no longer than two (2) weeks without Master Association approval. If for any reason more time is needed, a formal request needs to be submitted to the Master Association and will be reviewed on a case-by-case basis.

**XXIV. Street Trees**

- The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees.
- Street tree limbs are required to be pruned a minimum of 8 feet above the right-of-way sidewalk to allow safe access.
- Each Owner shall be responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense.
- The Master Developer may implement interior street tree planting requirements relative to Condominium Parcels.
- Should a street tree die, the Owner is solely responsible for the cost to remove and replace the tree including turf restoration, stump debris removal, soil replacement, and seeding. The Owner must contact Northstar Property Management to determine the size and species of the replacement tree. Street trees are required to be a minimum of 2.5-inch caliper at the time of installation.

**XXV. Swimming Pools**

- No above ground swimming pools extending twelve (12) inches or more above the finished grade of the lot shall be permitted (not intended to prohibit installation of a hot tub or sauna). Refer to the Design Documents and Master Declaration for additional information.
- If an in-ground pool is installed on any Parcel, all fencing, screening, and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening, and landscaping are considered Improvements and must be approved by the Design Review Board.

**XXVI. Tanks and Wells**

- No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any lot except that propane gas grills are permitted. No wells of any sort or description shall be permitted in Northstar, except water wells used to provide water to recharge ponds on common property located in Northstar.

**XXVII. Trash**

- No burning or storage of trash of any kind shall be permitted in Northstar.
- All trash shall be deposited in covered sanitary containers and cannot be stored outside.
- Waste and recycling containers and yard waste shall not be moved to the curb for pick-up until the day prior to collection and shall be returned to their storage location by the end of the day of waste and recycling collection.

**XXVIII. Tree Removal**

- No trees shall be removed except as disclosed in plans submitted to and approved by the Design Review Board.
- Any tree removed contrary to these rules shall be replaced at a location and with a tree or trees (as approved by the Design Review Board) of comparable caliper and species of the removed tree.
- The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph V. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

**XXIX. Utility Lines**

- All utility lines in Northstar shall be underground, subject to the requirement of relevant governmental authorities and utility companies.

**XXX. Vehicles**

- The Master Association Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Northstar (excluding parking on Multi-Family Parcels and Commercial Parcels) in accordance with plans approved by the Design Review Board. In addition to their authority to levy Parcel Assessments as penalties for the violation of the Rules, the Master Association Board shall be authorized to cause the removal of any vehicle violating the Rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot or on any portion of any Multi-Family Parcel or Condominium Parcel (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) consecutive hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction or maintenance of residences on the Lots, Multi-Family Parcels and Condominium Parcel.
  - The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, or any other vehicle, whether self-propelled, constructed or existing in such a manner as would permit use and

occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation.

- The word “truck” shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident’s family.
- Junk vehicles are not permitted to be stored on the exterior of any parcel within the community. “Junk vehicles” are classified as any vehicle in poor condition which can include but is not limited to; missing wheels, tires, engine or transmission as referenced in section 505.173 of the Ohio Revised Code.

**XXXI. Yard Lights and Lamp Posts**

- All yard lights and lamp posts shall conform to the design and location standards set forth by the Master Developer and the Design Review Board.
- Multi-colored landscape or flood lighting is not permitted outside of the holiday season.



## **FINES AND ASSESSMENT PROCESS**

The Property Manager will conduct property inspections on a regular basis. Alleged violations reported by a homeowner will be verified through inspection. The Property Manager will abide by the following procedures.

The Master Association may assess each Owner all assessments set forth in the Declaration, including, but not limited to:

- (a) Costs associated with making repairs that are the responsibility of the Owner
- (b) Costs of additional insurance premiums specifically allocable to an Owner
- (c) Costs of any utility expenses chargeable to an Owner but not separately billed by the utility company
- (d) All other fines and charges reasonably determined to be a Lot Assessment by the Board.

Upon its determination to levy a Lot Assessment and prior to levying such Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment ten (10) days prior to the effective date of the levy of any Lot Assessment. Any written notice provided by the Board to an Owner that the Board proposes to levy a Lot Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended.

Any Owner receiving such a written notice may request a hearing before the Board by delivering to the Board a written notice no later than ten (10) days after receiving a written notice for the Board. If an Owner fails to make a timely request for a hearing, the right to such hearing is waived and the Board may immediately impose and levy a Lot Assessment. If a hearing is timely requested by an Owner, such hearing shall be conducted and any Lot Assessment subsequently levied, in compliancy with Section 5312.11 (D) of the Ohio Revised Code, as amended.

### **Lot Assessment Enforcement Schedule**

Violation #1: **Notice to Cure:** No assessment

Violation #2: **Notice of Intent to Impose Enforcement Assessment:** \$50.00

Violation #3: **Notice of Intent to Impose Enforcement Assessment:** \$75.00

Violation #4: **Notice of Intent to Impose Enforcement Assessment:** \$100.00

Violation #5: **Notice of Intent to Impose Enforcement Assessment:** \$150.00

Every notice thereafter: \$150.00